



CYNTHIA D. BANKS
Interim Director

COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

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"To Enrich Lives Through Effective And Caring Service"

BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE B. BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

December 20, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ACCEPTANCE OF GRANT FUNDS AND APPROVAL OF FUNDING
RECOMMENDATIONS FOR PROGRAM YEAR (PY) 2006 COMMUNITY SERVICES
AMERICAN INDIAN BLOCK GRANT PROGRAM
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Interim Director of Community and Senior Services (CSS), or designee, to accept \$347,968 in 2006 Program Year (PY) Community Services American Indian Block Grant (CSAIBG) funding from the State of California Department of Community Services and Development (CSD), and to execute the State Standard Agreement for the 2006 PY CSAIBG funding and any required time extensions, modifications, and/or amendments, and to accept additions to, or reductions in, CSAIBG funding, up to 25 percent of the anticipated grant award. Of the total amount, \$308,288 will be used for program services and \$39,680 will be used to cover a portion of CSS administrative costs.
2. Delegate authority to the Interim Director of CSS, or designee, to prepare and execute contracts, in substantially similar form to Attachment B, and after County Counsel approval, with the Gabrieleno/Tongva Tribal Council, United American Indian Involvement, Inc., and Fernandeno/Tataviam Tribe, at the recommended funding levels totaling \$264,335, as indicated on Attachment A, for the provisions of emergency and other community services to low-income American Indian families and individuals under the CSAIBG program, effective January 1, 2006 through December 31, 2006.

3. Authorize the Interim Director of CSS, or designee, to prepare and execute contract amendments for any extensions during the term of the contracts and to increase or decrease contract amounts based on contractor performance and availability of funding, provided that: (a) the amount of change does not exceed 25 percent of the original contract amount; and (b) approval by County Counsel and the Chief Administrative Office (CAO) is obtained prior to any such amendment; and (c) the Interim Director of CSS, or designee, confirms in writing to the Board of Supervisors and the CAO within 30 days after execution that such amendments have been executed. This action assures full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.
4. Delegate authority to the Interim Director of CSS, or designee, to prepare and execute a consultant services agreement, in a substantially similar form to Attachment C, and after County Counsel approval, for the provision of program assistance in an amount not to exceed \$ 43,953. This agreement will be effective the date it is executed through December 31, 2006.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will enable CSS to continue providing low-income American Indian families and individuals in Los Angeles County with access to emergency and other community services provided by the CSAIBG program and avoid any interruption of services.

The consultant will provide program assistance directly related to the CSAIBG that will increase management capacity for the American Indian contractors and will identify and assist the Indian grantees in the acquisition of new program dollars to supplement the CSAIBG. Specific duties and responsibilities for the consultant include, but are not limited to the following: Serve as a consultant and advisor to the Native American Indian Commission (NAIC) agencies and provide analysis, evaluation and recommendations regarding all aspects of new or established projects including matters related to direct and indirect expenses, program objectives, policies, resource estimates and utilization.

Implementation of Strategic Plan Goals

The CSAIBG program supports the principles of the Countywide Strategic Plan by continuing to build a seamless delivery system for Los Angeles County residents.

FISCAL IMPACT/FINANCING

The CSAIBG grant provides funding for program services and a portion of CSS administrative costs. Of the total anticipated grant amount of \$347,968, \$264,335 will be for contract service providers, \$39,689 for CSS administrative costs and \$43,953 is being earmarked for a consultant.

In addition to the CSAIBG funds, \$81,000 in County General Funds and \$50,000 from the City of Los Angeles are provided to the program.

Adequate funding has been included in the department's FY 2005-06 Adopted Budget and no additional net County cost is anticipated.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Each calendar year, the County receives CSAIBG grant funding from the U.S. Department of Health and Human Services through the CSD. The CSAIBG program provides emergency services and safety net services that may include, but are not limited to, utility assistance, shelter assistance (bed nights, hotel vouchers), brown bags, and emergency meals.

In September, 2005, CSD submitted its state-wide plan to the U.S. Department of Health and Human Services; the plan included funding for the Los Angeles City/County Native American Indian Commission Self-Governance Board (NAIC/SGB) for PYs 2006 and 2007. On November 28, 2005, CSS received notice of the CSAIBG grant award for a two-year period for a total of \$695,936 or \$347,968 per year.

The CAO has reviewed and concurs with the recommended actions. County Counsel has approved Attachments B and C as to form and will review and approve the proposed final contract when completed.

The NAIC/SGB recommended the funding of agencies as shown on Attachment A.

The required Grant Management Statement is attached (Attachment D).

CONTRACTING PROCESS

In September 2005, the NAIC/SGB agreed on a negotiated procurement with the three existing agencies listed in Attachment A. The recommended agencies were awarded contracts through open competitive Requests for Proposal (RFP) process conducted

in 2003. These three agencies have demonstrated the capability and experience to effectively serve CSAIBG eligible families and individuals in the County

The department is currently preparing a new RFP for the CSAIBG program. This RFP is expected to be released by mid April and will cover a period of five (5) years.

An RFP will be released in late February 2006 to identify and select a consultant.

The ISD procurement process will be used for both RFPs.

Monitoring

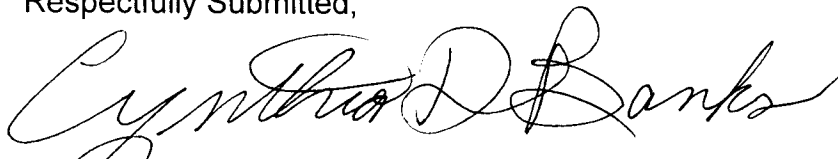
The Self Governance Board (SGB) will do the program monitoring of the service providers. CSS will perform the fiscal monitoring of the service providers.

Reports on a quarterly, semi-annual, and annual basis are provided by the SGB to the State indicating the amount and nature of emergency services provided. The subcontractors provide the SGB with a description of their program activities and service areas as part of their yearly proposals, which serve as a basis for the reports provided to the State.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable CSS to continue providing emergency and other program services to low-income Native American Indians residing in Los Angeles County. A broad array of community services such as employment, education, housing, nutrition, emergency assistance, linkages to other programs and health will benefit the low-income American Indian residents of Los Angeles County.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Cynthia D. Banks', with a stylized, flowing script.

CYNTHIA D. BANKS
Interim Director

Attachments (4)

c: David E. Janssen
Raymond G. Fortner, Jr.
J. Tyler McCauley

ATTACHMENT A

**LOS ANGELES COUNTY
NATIVE AMERICAN INDIAN COMMISSION/SELF-GOVERNANCE BOARD OF LA
CSAIBG PY 2006 FUNDS ALLOCATION and REVENUE**

AGENCY	Supervisorial Districts Projected Amounts					Planned 2006 Allocation
	1	2	3	4	5	
Gabrieleno/Tongva Tribal Council	Serving all Supervisorial Districts					\$79,301.00
United American Indian Involvement, Inc.	Serving all Supervisorial Districts					\$90,666.00
Fernandeno/Tataviam Tribe	Serving all Supervisorial Districts					\$94,368.00
Service contracts total						\$264,335.00
Consultant(s)						\$ 43,953.00
Subtotal						\$308,288.00
CSS Administrative Costs						\$39,680.00
TOTAL CSAIBG FUNDS						\$347,968.00
Additional Revenue:						
Net County Costs						\$81,000.00
City of Los Angeles						\$50,000.00
GRAND REVENUE TOTAL						\$478,968.00

**COUNTY OF LOS ANGELES
COMMUNITY SERVICES AMERICAN INDIAN BLOCK GRANT
PROGRAM CONTRACT**

PROJECT TITLE: _____

AGENCY: _____

CONTRACT NO: _____

THIS CONTRACT is made and entered into this ____ day of _____ 2005, by and between:

**COUNTY OF LOS ANGELES, hereinafter called the
"COUNTY," and**

hereinafter called the "CONTRACTOR";

WITNESSETH THAT:

WHEREAS,

The COUNTY has received Community Services American Indian Block Grant (CSAIBG) funds from the State of California, Department of Community Services and Development (CSD), pursuant to Government Code Section 12725 et. seq. and Subtitle B of Title VI of Public Law 97-35, as amended, to administer a locally controlled CSAIBG Program that promotes the principles of self-help and assists low-income families and individuals to become fully self-sufficient; and

WHEREAS,

The COUNTY has been duly recognized by the Federal Government as a Community Action Agency (CAA); and

WHEREAS,

The COUNTY has selected the CONTRACTOR to provide services that promote new economic opportunities for low-income families and individuals as specified in Chapter 9, beginning with Section 12725 of the California Government Code for the CSAIBG Program referenced above; and

WHEREAS,

CONTRACTOR desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide the services contemplated by this CONTRACT;

NOW THEREFORE,

In consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties mutually agree as follows:

SECTION 1. APPLICABLE DOCUMENTS

- (a) This CONTRACT consists of this five (5) page document and the following exhibits and attachments, inclusive:
 - (1) Standard Terms and Conditions (Exhibit A)
 - (2) Statement of Work (Exhibit B)
 - (3) Budget Justification (Exhibit C)
 - (4) Department Required Documents (Exhibit D)
 - (5) Five Required Certifications (Exhibit E)
 - (6) Safely Surrendered Baby Law (Exhibit F)
- (b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this five (5) page document and the Exhibits attached hereto, said conflict or inconsistency shall be resolved by giving first precedence to this five (5) page document and then to the Exhibits according to the following priority: Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F.

SECTION 2. CONTRACTOR'S OBLIGATIONS

- (a) CONTRACTOR shall comply with all terms and conditions of this CONTRACT (including all terms contained in the Exhibits hereto), and those imposed and required by the Los Angeles County Community Services American Indian Block Grant Program (CSAIBG), COUNTY, State, and federal law provisions, implementing regulations, grant requirements, rules, and policies (which may from time to time be amended, modified or revised by the funding source).
- (b) In addition to other obligations set forth in this CONTRACT, and subject to COUNTY oversight, the CONTRACTOR shall perform those activities identified in the Statement of Work (Exhibit B).
- (c) •The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.
- (d) The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the CONTRACTOR shall send written notification to COUNTY at the address herein provided in Section 6 below.

- (e) The CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

SECTION 3. COUNTY'S OBLIGATIONS

- (a) COUNTY agrees to reimburse CONTRACTOR for the CONTRACTOR's actual eligible expenditures permissible under CSAIBG regulations, which are incurred in providing services during the CONTRACT period, in accordance with relevant invoicing policies and procedures set forth in this CONTRACT; provided, however, that the total amount obligated and paid to the CONTRACTOR by the COUNTY, pursuant to this CONTRACT shall not exceed: _____ dollars (\$ _____) during the term of this CONTRACT.
- (b) All CSAIBG expenditures made by the CONTRACTOR must be in accordance with the Budget Justification (Exhibit C), attached to this CONTRACT and incorporated herein.
- (c) In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

SECTION 4. TERM

- (a) This CONTRACT shall become effective on January 1, 2006 and shall terminate on December 31, 2006, unless sooner terminated or extended, in whole or in part, as provided in this CONTRACT.
- (b) The CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to COUNTY at the address herein provided in Section 6 below.

SECTION 5. CONTRACT ADMINISTRATION

- (a) Notwithstanding that the Los Angeles City/County Native American Indian Self-Governance Board shall have full authority to act for the COUNTY in the administration of this Contract consistent with the provisions contained herein, the COUNTY Program

Manager who shall be responsible for administering the Contract on behalf of the COUNTY shall be:

Elvira A. Castillo
Chief, Community Services Analyst

- (b) The CONTRACTOR's Program Manager who shall be responsible for administering the Contract on behalf of the CONTRACTOR shall be:

SECTION 6. NOTICES/AUTHORIZED SIGNATURES

Notices: Unless otherwise set forth in this CONTRACT, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

- (a) County of Los Angeles
Department of Community and Senior Services
3175 West Sixth Street, Box 5
Los Angeles, CA 90020-1798
Attention: Elvira A. Castillo

- (b) CONTRACTOR

Attention: _____

Authorized Signatures: Person(s) authorized to legally bind the CONTRACTOR and to sign legal documents.

(Authorized Signature)

(Authorized Signature)

(Type Name)

(Type Name)

(Title)

(Title)

IN WITNESS WHEREOF, the COUNTY OF LOS ANGELES, by order of its Board of Supervisors, has caused this CONTRACT to be subscribed on its behalf by the Interim Director of the Community and Senior Services, or her designee, and the CONTRACTOR has subscribed the same through its authorized officer, on the day, month, and year first above written. The person signing on behalf of the CONTRACTOR warrants that he or she is authorized to bind the CONTRACTOR, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this CONTRACT, under penalty of perjury.

COUNTY OF LOS ANGELES

By _____
CYNTHIA D. BANKS
Interim Director
Department of Community and Senior Services

LOS ANGELES CITY/COUNTY NATIVE
AMERICAN INDIAN COMMISSION
SELF-GOVERNANCE BOARD

By _____

APPROVED AS TO FORM:
Office of the County Counsel
Raymond G. Fortner, Jr., County Counsel

By _____
Associate County Counsel

Contractor's Name (Print or type)

By: _____
(Authorized Signature)

(Print or Type Name)

Title (Print or Type)

Executed at: _____

Date: _____



COUNTY OF LOS ANGELES COMMUNITY AND SENIOR SERVICES

CONSULTANT SERVICES CONTRACT

This **Agreement** is entered into this ____ day of _____ by and between the County of Los Angeles ("County"), by and through its Department, Community and Senior Services ("CSS"), and _____ ("Contractor").

RECITALS

WHEREAS, the County, through the Department of Community and Senior Services administers Community Services American Indian Block Grant (CSAIBG) ("Program"); received through the State of California Department of Community Services and Development (CSD), and

WHEREAS, the Board of Supervisors has authorized CSS to implement the Program for the provision of emergency and other community services, and

WHEREAS, CSS requires services of a special nature to provide program assistance directly related to the Community Service American Indian Block Grant.

NOW, THEREFORE, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the Program as administered by the County, the parties do hereby agree as follows:

SECTION 1. APPLICABLE DOCUMENTS.

(a) This Agreement consists of this 4-page document, Attachment A entitled "Standard Terms and Conditions, County of Los Angeles Community and Senior Services, Consultant Services Contract," and Exhibit I entitled "Statement of Work." Except as otherwise provided herein, Contractor shall comply with all terms and conditions of this Agreement, including all terms contained in the exhibits hereto.

(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this 4-page document and the exhibits attached hereto, said conflict or inconsistency shall be resolved in favor of Exhibit A to this Agreement.

(c) The County and Contractor recognize and agree that Contractor is and intends to remain an individual consultant during the term of this Agreement, that Contractor has no employees and no corporate or other organizational structure, and that any provisions of this Agreement, including its Exhibits, which pertain to actions or responsibilities regarding employees or corporate or other business organizations and which would not otherwise be

applicable to individual contractors, shall not apply to Contractor. In the event Contractor, during the term of this Agreement, hires employees or changes his or her organizational structure from that of an individual consultant, Contractor shall immediately notify the County of such change and all provisions of the Agreement shall thereafter apply to the Contractor.

SECTION 2. ADMINISTRATION. The Director shall have overall responsibility for administering this Agreement on behalf of the County. A Program Manager shall be selected by Director, and shall have functional responsibility for administering this Agreement.

SECTION 3. CONTRACTOR RESPONSIBILITIES.

(a) Contractor shall comply with all terms and conditions of this Agreement (including all terms contained in the exhibits hereto), and those imposed and required by Program provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the County, State and/or federal government).

(b) Contractor represents and warrants to the County, and County relies on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. The County and the Contractor understand and agree that the Contractor is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by the County pursuant to this Agreement

(c) Consistent with the Contractor's obligations set forth in this Agreement, and subject to County oversight, the Contractor shall perform those services/activities identified in the Statement of Work (Exhibit I).

SECTION 4. COUNTY OBLIGATIONS.

(a) The County agrees to pay the Contractor for provision of services identified in the Statement of Work (Exhibit I) in accordance with relevant invoicing policies and procedures set forth in this Agreement; provided, however, that the full and complete amount obligated and paid to the Contractor by the County shall not exceed _____ (\$_____) during the term of this Agreement. However, payment of all invoices approved by the Director shall constitute full and complete payment hereunder, including transportation and all other costs associated with the Contractor's obligations contained in this Agreement.

(b) Payments made under this section shall be made from available Program funds and shall not be a charge on any other County funds from any source. Payments are conditioned on acceptable performance/progress by the Contractor and appropriation of Program funds for this Agreement.

SECTION 5. METHOD OF PAYMENT.

(a) The Contractor, shall, by the last working day of each month, submit monthly Billing statements and progress reports to the Director, or his/her designee detailing efforts under the Statement of Work (Exhibit I).

(b) Upon review by and approval or disapproval to the satisfaction of the Director, the County shall pay the Contractor an initial prorated amount beginning_____, 200__ through_____, 200__ in an amount not to exceed \$_____ and thereafter County shall pay consultant an amount not to exceed \$_____ per month. Monthly installments are subject to reduction at the discretion of the Director based on the progress and performance of the Contractor in any month. The final payment to the Contractor shall be withheld pending determination by the Director, or his/her designee, that all contractual obligations are satisfactorily completed. **Monthly installments shall be made no later than the Fifteenth (15th) working day of the following month.**

(c) In order to qualify for the maximum monthly sum, consultant must document, to the satisfaction of Director or his/her designee a minimum of eighty (80) hours worked in any given month.

SECTION 6. TERM. The term of this Agreement shall be from _____, unless sooner terminated or extended in whole or in part, as provided in this Agreement.

SECTION 7. NOTICES/AUTHORIZED SIGNATURES. Notices: Unless otherwise set forth in this Agreement, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent via hand-delivery or via first class mail (postage prepaid) to:

(a) County

Josie Marquez, Assistant Director
Employment and Training Program
Community and Senior Services
3175 West Sixth Street, Room 307
Los Angeles, CA 90020-1708

(b) Contractor

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors and through its Department of Community and Senior Services, and the Contractor have caused this Agreement to be executed on their behalf by their duly authorized representatives. The person signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor and that Contractor will perform in accordance with the terms set forth herein.

COUNTY OF LOS ANGELES

By: _____
Cynthia Banks, Interim Director
Community and Senior Services

Approved as to Form:
Office of County Counsel

By: _____

CONTRACTOR

By:

(Signature)

(Print or Type Name)

**Los Angeles County Chief Administrative Office
Grant Management Statement for Grants \$100,000 or More**

Department: COMMUNITY AND SENIOR SERVICES

Grant Project Title and Description

The Program Year 2006 Community Services American Indian Block Grant (CSAIBG) is used to provide funds to Native American non-profit community-based organizations to assist economically disadvantaged Native American individuals/families toward self-sufficiency.

Funding Agency Department of Community Services and Development	Program (Fed. Grant #/State Bill or Code #) 06F- 4760	Grant Acceptance Deadline December 30, 2005
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Total Amount of Grant Funding: \$ 347,968 **County Match Requirements:** \$0
Grant Period: One year **Begin Date:** 1/1/06 **End. Date:** 12/31/06
Number of Personnel Hired Under This Grant: 1 **Full Time** 1 **Part Time**

Obligations imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary ("N") items? Yes ☐ No ☒

Is the County obligated to continue this program after the grant expires? Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☒

b). Identify other revenue sources Yes ☐ No ☒

(Describe) _____

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes ☒ No ☐

Impact of additional personnel on existing space: N/A

Other requirements not mentioned above:

Department Head Signature

Cynthia D. Banks

Date 12-20-05